

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT made this 11th day of November, 2008, between **BURLINGTON RESOURCES OIL & GAS COMPANY LP**, a Delaware limited partnership, with an operating office at 3300 North "A" Street, Bldg 6-100, Midland, Texas 79705, Lessor, and **WILLIAMS PRODUCTION-GULF COAST COMPANY, LP.**, a Delaware limited partnership, Lessee, with offices at One Williams Center, Suite 2600, Tulsa, Oklahoma 74172.

WITNESSETH:

1. Lessor, in consideration of Ten Dollars (\$10.00) and the additional consideration hereinafter mentioned, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of exploring, prospecting, drilling and operating for and producing oil, gas and casinghead gas in and on the lands, comprising 752 acres, more or less, described on Exhibit "A", which is attached hereto and made a part hereof, being situated in the State of Texas, County of Tarrant, said lands being sometimes hereinafter referred to as the "leased premises".

2.
 - a. Subject to the other provisions herein contained, this lease shall be for a term of one (1) year from this date (called "primary term") and as long thereafter as oil or gas is produced in paying quantities from the leased premises or land pooled therewith hereunder.

 - b. Notwithstanding any other provisions hereof, this lease shall expire and terminate at the end of the primary term (i) as to all lands covered hereby which are not then included in a drilling or proration unit established or approved for such well by a governmental authority with regulatory jurisdiction and assigned to a well on the leased premises or land pooled therewith; provided that each such unit shall not exceed the minimum acreage necessary to obtain the maximum allowable production for the well to which such acreage is assigned and further provided that in no event shall any unit exceed the acreage as provided for a pooled unit in Paragraph 7 of this lease, and (ii), on a unit by unit basis, as to all depths lying below the base of the deepest producing formation on each such drilling or proration unit. If, however, at the expiration of the primary term Lessee is engaged in operations on the leased premises or land pooled therewith, then this lease shall remain in force and effect for so long as such operations are prosecuted diligently, and as long thereafter as oil or gas is produced in paying quantities from the leased premises or land pooled therewith, and Lessee may not later than one-hundred-eighty (180) consecutive days following completion of such well (as either a dry hole or as a producing well) commence the drilling of an additional well on the leased premises or land pooled therewith and may thereafter conduct a continuous drilling program to drill other additional wells on the leased premises or land pooled therewith for so long as Lessee shall not allow more than one-hundred-eighty (180) consecutive days to elapse between the time that Lessee completes one additional well and commences the drilling of another additional well, and for so long as Lessee diligently prosecutes operations on each such well. At such time as Lessee shall allow more than one-hundred-eighty (180) consecutive days to elapse between the time one well is completed and the commencement of the actual drilling of another well or shall cease diligently prosecuting operations, then this lease shall terminate as to all lands not then included in a drilling or proration unit and as to all depths below the deepest producing formation on each such unit, as set forth hereinabove. For the purposes of this lease, the term "operations" means any of the following: drilling, testing, completing, reworking, recompleting, deepening or plugging back of a well in search for or in the endeavor to obtain production of oil or gas. In the event that Lessee has not at the expiration of the primary term or at the conclusion of any continuous drilling operation as permitted herein formed a unit for any well producing in paying quantities, then Lessee shall designate an area surrounding each such well in the approximate form of a square for a vertical well or rectangle for a horizontal well, not to exceed the acreage as provided for a pooled unit in Paragraph 7 of this lease, which area shall be deemed the unit for purposes of maintaining this lease as to the lands contained therein. Further notwithstanding the provisions of Paragraph 2a, and subject to the provisions of Paragraph 6, subsequent to the primary term hereof and conclusion of any continuous drilling program as permitted herein, this lease shall terminate as to lands and depths contained within any drilling or proration unit at such time as oil and gas is no longer being produced therefrom in paying quantities.

c. Lessee shall timely execute and furnish to Lessor a certified copy of a recorded release of all lands and depths as to which this lease has terminated. Such releases shall be furnished from time to time as appropriate and without necessity of demand therefor.

3. The royalties to be paid Lessor are: (a) on oil, one-fourth (1/4) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substance, produced from the leased premises and sold or used off the leased premises or used in the manufacture of gasoline or other product, the market value at the well of one-fourth (1/4) of the gas sold or used, provided that on gas sold at the wells the royalty shall be one-fourth (1/4) of the amount realized from such sale. Lessee shall have free use of oil and gas from the leased premises for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Said oil and/or gas royalties shall be delivered to Lessor in the tanks or pipeline to which such well may be connected, free and clear of all liens, transportation charges, storage charges, and other charges and expenses, and free and clear of all taxes, except that said royalty interest shall bear its proportionate part of any gross production, severance and ad valorem taxes. Notwithstanding anything herein, it is expressly agreed and understood that Lessor retains the right, but not the obligation, to take and market its oil and/or gas royalty in kind.

**RETURN TO: NIKKI SAVAGE 36-1
WILLIAMS PRODUCTION COMPANY
P.O BOX 3102
TULSA, OKLAHOMA 74101**

4. While there is a gas well on the leased premises or on lands pooled therewith which is capable of production in paying quantities but from which gas is not being sold or used, Lessee may pay as royalty, on or before sixty (60) days after the date on which said well is shut-in a sum of Five Hundred and No/ 00 Dollars (\$500.00) per well and a like sum per year thereafter, and if such payment or payments are made or tendered, it will be considered that gas is being produced from said well in paying quantities. This lease shall not, however, be continued in effect more than two (2) consecutive years on any drilling or proration unit, as described in Paragraph 2 above, by the payment of shut-in royalty or by any other means except the actual production of oil and/or gas in paying quantities from the leased premises or lands pooled therewith.

5. This is a Paid-Up lease and no rentals are due hereunder.

6. If subsequent to the primary term hereof and conclusion of the continuous drilling program as permitted herein the production of oil and gas in paying quantities shall cease for any cause on any unit containing land remaining subject to this lease, as set forth in Paragraph 2 above, then this lease shall not terminate as to the lands and producing depths in such unit if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter and prosecutes same diligently and thereby restores production in paying quantities from such unit.

7. Lessee may at any time or times pool and consolidate the leased premises, in whole or in part, or as to any stratum or strata subject to this lease, with adjacent lands and leases, so as to constitute a unit or units containing not more than forty (40) acres each arranged in the approximate form of a square surrounding each vertical oil well producing in paying quantities or arranged in the approximate form of a rectangle surrounding each horizontal oil well producing in paying quantities and not more than one hundred sixty (160) acres each arranged in the approximate form of a square surrounding each vertical gas well producing in paying quantities or in the approximate form of a rectangle surrounding each horizontal gas well producing in paying quantities or ; provided, however, that Lessee may pool acreage to form a larger unit to the extent necessary to obtain the maximum allowable production permitted by governmental authority for a well drilled and producing thereon, or to the extent provided in Texas Railroad Commission Rule 86, §3.86, Title 16, Part I, Chapter 3 of the *Texas Administrative Code*, or its successor, for a horizontal well drilled and producing thereon. Drilling or reworking operations upon or production of oil or gas from any part of any such unit shall be treated, for all purposes hereunder, as such operations upon or such production from this lease. Upon production from any part of any such unit, Lessor shall be entitled to royalties calculated as follows: there shall be allocated to the portion of the leased premises included in such unit a fractional part of such production, in the ratio that the number of acres of the leased premises included in such unit bears to the total number of acres in such unit, and Lessor shall be entitled to the royalties provided in this lease on such fractional part of such production; provided, that if state or federal authorities shall prescribe a different method of allocation as to such unit, the method so prescribed shall prevail.

Notwithstanding anything to the contrary herein contained, it is understood and agreed that in the event a portion, or portions, of the leased premises is consolidated, pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the portion(s) of the leased premises included in such unit or units as set forth in Paragraph 2 above.

8. The rights of Lessor hereunder may be assigned in whole or in part and the provisions hereof shall extend to its successors and assigns, but no change or division in ownership of the leased premises or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignments by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of recorded instrument evidencing same.

9. In the event Lessee shall at any time after completion of the first well desire to sell all or any part of its rights hereunder or shall have a bona fide offer from a purchaser to purchase all or any part of such rights at a price that is acceptable to Lessee, then Lessee shall furnish to Lessor at its offices in Midland, Texas, a copy of the signed bona fide offer or price that is acceptable to Lessee. Lessor shall have thirty (30) days after receipt of such notice within which to elect to purchase said rights at the same bona fide price and under the same terms and conditions as offered by said prospective purchaser or at the price that is acceptable to Lessee. Such right of purchase shall be accepted or rejected by Lessor by certified letter posted in the United States Post Office and addressed to Lessee at its address hereinbefore given within said period of thirty (30) days. If Lessor shall elect to purchase said rights, upon receipt of notice of such election to purchase, Lessee shall, upon receipt of the stipulated price, duly execute, acknowledge and deliver unto Lessor a proper assignment of such rights and Lessor, upon approval of title thereto, shall pay the stipulated price therefor. If, within the time above specified, Lessor shall notify Lessee that it does not elect to purchase such rights or Lessor shall fail or neglect to notify Lessee, which failure or neglect shall be construed to mean that Lessor does not elect to purchase such rights, Lessee shall be at liberty to sell and assign such rights to some other purchaser at the same bona fide price and under the same terms and conditions as offered to Lessor for such rights; provided, however, that if such rights are not disposed of by Lessee within thirty (30) days, Lessee shall not thereafter dispose of any part of its rights hereunder without again offering the same to Lessor as above provided.

The preferential right of Lessor to purchase as provided herein shall extend to any sale by a purchaser from Lessee and to any sale by any subsequent purchaser, and the waiver by Lessor of its rights hereunder as to any sale shall not constitute a waiver of such rights as to any subsequent sale and shall be conditioned upon (a) the Lessee's delivery to Lessor, as soon as possible, of a certified copy of the assignment, (b) that the assignment be made expressly subject to all of the terms and conditions of this Oil and Gas Lease; and (c) the express assumption by assignee of all of the obligations imposed by this Oil and Gas Lease upon Lessee. Lessee shall be liable and obligated for performance of all duties and obligations imposed hereunder, including, without limitation, for proper plugging and abandonment of all wells drilled hereunder and for compliance with all rules, orders, laws, and regulations, including environmental laws and regulations applicable to operations conducted under or as a result of this lease, until such date that Lessee transfers record title to this lease; however, Lessee shall remain liable for all debts, liabilities, obligations, accounting duties and indemnities arising from events occurring during the period of Lessee's leasehold ownership until their satisfaction or completion. In like manner, each subsequent assignee shall remain liable for all such matters arising from events occurring during such assignee's period of leasehold ownership.

10. a. Lessor or its representative(s) shall be given access to the derrick floor of any well(s) drilled, reworked or recompleted on the leased premises or lands pooled therewith. Lessee covenants and agrees to promptly furnish Lessor all information acquired from any such wells), including but not limited to cuttings, cores, drilling depths, final copies of all logs and all other data acquired during the drilling, reworking, recompleting or other

operation conducted on any well(s) on the leased premises or lands pooled therewith. Lessee covenants and agrees to also furnish Lessor copies of all information and regulatory forms filed with any regulatory agency concerning the leased premises or lands pooled therewith. Lessee shall furnish Lessor, free of charge, a copy of any title opinion rendered on Lessee's behalf during the term of this lease which covers all or part of the leased premises.

b. Lessee shall furnish Lessor copies of all non-restricted or Lessee-owned seismic data acquired or permitted during the term of this lease by Lessee on the leased premises and extending out in all directions for a distance of one and one-half miles around the leased premises, including but not limited to paper copies, digital tapes of all raw field data and final processed data (final stacks and final migrations) in a format acceptable to Lessor, shot point maps and field notes, observers reports, final seismic processing reports, stacking diagrams, cross sections, record sections and velocity analysis. This requirement specifically includes but is not limited to the full 3-D seismic volume for any 3-D seismic data acquired over the leased premises and extending out in all directions for a distance of one and one-half miles around the leased premises.

c. Lessor acknowledges that all information received from Lessee pursuant to the provisions of this Lease is confidential and proprietary, and Lessor agrees, for a period of two (2) years from the date of this lease, to maintain the confidentiality of the information and not disclose it to any third party without Lessee's prior written consent.

11. Lessor, its successors and assigns, shall have the right at its election, to purchase all or any part of the production from any well or wells drilled on or attributable to any portion of the leased premises, and shall have the right, at its election, to process or to have processed, all or any part of the gas including casinghead gas produced therefrom, such rights to be individually exercised as follows:

a. Gas (Including Casinghead Gas): Lessee shall promptly notify Lessor in writing each time any well is drilled and completed on the lease acreage of the anticipated availability of gas production therefrom and shall furnish Lessor logs, production data, analyses and any other information relating to reserves and production rates. Lessor shall have the right to perform other reasonable testing on such well at its own expense to gather such additional information as it deems relevant. After Lessor has evaluated this information and any tests Lessor has performed, Lessee and Lessor shall endeavor to agree as to the terms and conditions under which Lessor shall purchase such gas. In the event that Lessee receives a bona fide offer from others (excluding subsidiaries and affiliates of Lessee) which it is willing to accept for the purchase of such gas prior to the time Lessor and Lessee agree as to the purchase and sale thereof, Lessee shall so notify Lessor in writing and furnish therewith a copy of such acceptable offer. Upon receipt of each such notice from Lessee, Lessor shall have sixty (60) days to elect to purchase such gas under terms and conditions comparable to such bona fide offer; such election to be confirmed in writing and subsequently reduced to a formal contract. Should Lessor elect not to purchase such gas, then Lessor will grant unto Lessee at Lessee's request, a waiver in writing of its right to purchase such gas from said well so as to permit Lessee to conclude such sale pursuant to such bona fide offer. If within ninety (90) days after Lessor waives its right to purchase such gas, Lessee has not contracted to sell such gas under such bona fide offer, or, upon termination of any such gas sales contract entered into by Lessee, Lessor shall again have the option to purchase such gas in accordance with the procedures hereinabove established. Nothing herein shall be deemed or construed to modify or affect any existing gas contract applicable to the leased premises on the effective date of this lease, and Lessee shall take its rights subject thereto.

b. Crude Oil and/or Condensate: Lessee shall promptly advise Lessor in writing each time any well is drilled and completed on the leased premises or lands pooled therewith of the anticipated availability of crude oil and/or condensate (including the date commercial production is expected) therefrom. Lessor shall have the right at all times and from time to time, at its election, to purchase all or any part of the crude oil and/or condensate produced from any well or wells drilled on or attributable to any portion of the lease acreage at Lessor's posted price or in the absence of such posted price, at the market value therefor. For purposes hereof the price paid by Lessor for crude oil and accepted or taken by Lessee therefor shall be conclusively deemed the current market price for such oil.

c. Processing: (1) In addition to the call on production provided for above, and in the event such call on production is not exercised as to all or any part of the gas production, Lessor shall also have the exclusive right at all times and from time to time, at its election, to purchase the right to process or have processed, all or any part of the gas (including casinghead gas) production from each well drilled on the leased premises or lands pooled therewith. In any sale or disposition of its share of gas from acreage covered hereby, Lessee will retain for the benefit of Lessor the right to process or have processed all such gas for the extraction of any components thereof and to retain the components removed by such processing. Such right to process, or have processed, all such gas shall permit the location of processing facilities at any point selected by Lessor on the gas purchaser's system downstream from the wellhead, which point shall generally be in or near the field of production so as to permit the construction of a processing plant under normal conditions on hard ground (whether or not other gas may have been commingled with gas hereunder prior to such point of processing).

(2) In the event Lessor elects to process, or have processed, the gas, then, (i) Lessor shall own all components extracted and shall pay to Lessee a percentage of the value of the components extracted from Lessee's share of such gas which is equivalent to the highest bona fide offer under similar circumstances made to Lessee by anyone else for such rights on said gas. Lessee shall provide Lessor with proper evidence of such bona fide offer. In the absence of such bona fide offer for said rights, (ii) Lessor shall own all components extracted and shall pay Lessee for the value of the volume of gas shrinkage (including plant fuel) resulting from processing Lessee's share of such gas based upon the actual authorized sales price received by Lessee under the gas sales contract, plus one-eighth (1/8th) of the value of the components so removed and saved and sold by Lessor (said value to be the actual authorized sales price for all such components, f.o.b. processing plant fence, after deducting the payment for gas shrinkage, sales costs, discounts and allowances and, in the case of tank car shipments of LPG only, tank car rental at prevailing rates); provided, however, that Lessee shall have the option of accepting the same basis for payment (reasonably adjusted for differences in quality and quantity of gas and conditions of delivery) as is made by Lessor, to other parties for processing similar gas in said plant.

(3) In the event Lessee desires to process, or have processed, its share of gas, then within sixty (60) days after written notice of such desire by Lessee to Lessor, Lessor shall advise in writing whether or not Lessor elects to process, or have processed, said gas herein provided. In the event Lessor does not elect to process, or have processed, such gas, then the gas processing rights granted to Lessor under this Paragraph 11.c.

shall thereupon terminate, provided, however, that if within the period of one hundred twenty (120) days following relinquishment of the processing rights by Lessor, Lessee shall not itself commence, or cause to be commenced under a contract with a third party or parties, the processing of such gas, then the relinquishment of the processing rights by Lessor shall become ineffective and Lessor shall again have the right as provided above, to elect whether it will process or have processed such gas.

(4) In the event Lessee enters into more than one (1) contract for the sale or disposition of its share of such gas, or if any contract so made provides for delivery into two (2) or more different systems of the purchaser, or if Lessee, in any way makes more than one (1) disposition of such gas, then the rights herein granted to Lessor shall be separate with respect to each such contract, system or disposition.

(5) This call on production and gas processing rights shall be limited to the production allocated to the interest which may be leased hereunder. Insofar as it concerns unit production, that is production from a unit which includes therein all or a portion of the leased premises, it is understood and agreed that the rights of Lessor to purchase production and the gas processing rights as provided above, shall be limited to that portion of the unit production that is allocated to the leased premises. Lessor may assign in whole or in part the rights granted or reserved in this Paragraph 11, including assignment to any affiliated or subsidiary company.

12. Lessee shall have the right at any time during or within ninety (90) days after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing without the consent of Lessor.

13. This lease is given without warranty of title, either express or implied. If by the execution of this lease there is subjected thereto less than the entire undivided fee simple estate in the oil, gas and casinghead gas in and under the above described lands, then the royalties provided in Paragraph 3 above shall be payable only in the proportion thereof that the interest in the oil, gas and casinghead gas subject to this lease bears to the entire fee simple estate in the oil, gas and casinghead gas in and under the leased premises.

14. In the drilling of all wells hereunder, Lessee agrees to have the pits used in connection with the drilling operations constructed and lined in such a manner that when the drilling operations are completed, the top soil can be restored to the pits. In addition, all slush and any noxious chemicals will be removed from the leased premises and disposed of properly. To the extent permitted under applicable law or governmental regulation, Lessee may allow non-toxic drilling mud to dry on location, and may use it to reshape the original contour of the leased premises prior to restoring the top soil. Lessee shall clean up the location and restore the top soil within one hundred twenty (120) days after the completion of any well drilled hereunder. Further, Lessee agrees to move the drilling rig off the location upon the completion of such well, and if no additional wells are to be drilled on the leased premises, said drilling rig shall be moved off the leased premises within sixty (60) days after the completion of any such well. After a producing well is completed upon the leased premises, Lessee agrees to restore as much of the drilling location as possible, and specifically that portion not used thereafter by a producing well location, to as nearly as practicable the same state and condition it was in prior to the drilling of the well. Likewise, Lessee covenants and agrees that in the event a dry hole is drilled or a producing well ceases to produce and is abandoned, or upon the abandonment of any well location, drill site, tank battery site, or other operation, the surface will be restored to as nearly as practicable the same condition as it was prior to the drilling of the well at the sole cost and expense of Lessee. When required by Lessor, Lessee will bury pipelines below ordinary plow depth.

15. The operations by Lessee on the leased premises under the provisions of this lease shall be conducted in such a manner so as to prevent the contamination of any and all waters in or on the leased premises and any and all subsurface fresh water bearing strata or formations. Lessee shall, in addition, prevent the contamination of the surface of the leased premises by salt water pollution or any other substance flowing over or seeping onto such land as a result of operations conducted under this lease and will clean up and remediate any pollution or contamination resulting from such operations.

16. Lessee covenants and agrees that it will comply with all laws, rules, regulations and governmental orders applicable to operations and activities conducted under or as a result of this lease and that it will properly plug all wells drilled on the leased premises in accordance and compliance with all statutes, rules, regulations, requirements and orders of any governmental authority having jurisdiction.

17. Lessee will protect, indemnify, hold harmless, and defend Lessor, Lessor's subsidiaries and affiliated companies, their respective agents, officers, and employees against any claim, demand, cost, liability, loss, damage, injury, death, penalty, or obligation, including reasonable attorney fees and litigation costs, arising out of or associated in any way with the following activities conducted on or affecting the leased premises:

- a. Any activity conducted in connection with this lease, whether or not expressly or impliedly authorized or required by this lease.
- b. Plugging and abandonment of producing wells, non producing wells, existing wellbores, or previously plugged wellbores.
- c. Management, use, and disposal of produced water and wastes or substances associated with lease activity.
- d. The generation, management, processing, handling, transportation, storage, treatment, recycling, marketing, use, disposal, release, or threatened release, of oil, natural gas, natural gas liquids, all other petroleum substances, any waste, or any Hazardous Substance or Pollutant or Contaminant as those terms or terms substantially similar are defined in applicable laws, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as the same now exists or may be hereafter amended.
- e. Any failure by Lessee to comply with an express or implied obligation created by this lease.

Lessee's obligations created by this Paragraph 17 shall continue and remain in effect and are enforceable by Lessor even after this lease terminates or otherwise ceases to burden the leased premises.

THE INDEMNITY SET FORTH IN THIS PARAGRAPH 17 SHALL APPLY REGARDLESS OF WHETHER DAMAGE, ENVIRONMENTAL PROBLEM, LOSS, INJURY, DEATH OR CONTAMINATION OCCURS AS A RESULT OF THE INDEMNIFIED PARTY'S SOLE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE OR FAULT OR STRICT LIABILITY. NOTWITHSTANDING THE FOREGOING, THE INDEMNITY SHALL NOT APPLY TO ANY CLAIM, LOSS, DAMAGE OR INJURY RESULTING FROM OR ARISING AS A RESULT OF THE PRESENCE OF LESSOR'S EMPLOYEES OR REPRESENTATIVES ON THE DERRICK FLOOR OF ANY WELL AS PROVIDED IN SECTION 10.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

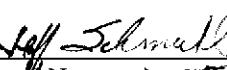
LESSOR:

BURLINGTON RESOURCES OIL & GAS COMPANY LP
BY: BROG GP INC., its sole general partner

SBD BY: 
Thomas J. Atkins, Attorney-in-Fact

LESSEE:

WILLIAMS PRODUCTION-GULF COAST COMPANY, LP

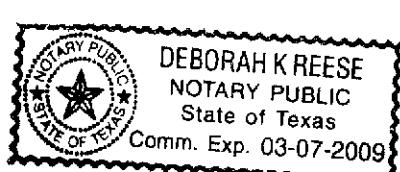
JMN BY: 
Printed Name: Jeff Schmull
Title: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared **Thomas J. Atkins**, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for BROG GP Inc., the sole general partner of BURLINGTON RESOURCES OIL & GAS COMPANY LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of November, 2008.



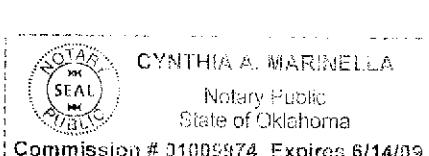

Notary Public in and for the State of Texas

STATE OF Oklahoma

COUNTY OF Tulsa

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Schmull, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for Williams Production-Gulf Coast Company, LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of December, 2008.



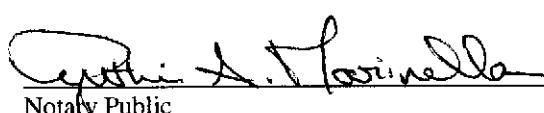

Notary Public

Exhibit "A"

Attached to and made a part of an Oil and Gas Lease dated November 11, 2008, between BURLINGTON RESOURCES OIL & GAS COMPANY, LP, "Lessor", and WILLIAMS PRODUCTION-GULF COAST COMPANY, LP., "Lessee".

752 acres of land, more or less, described as follows, to wit:

904 acres of land, more or less, situated in Tarrant County, Texas, being comprised of the following twelve (12) tracts:

- (1) **142.6** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Liilian Putnam *et al* to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 187, Tarrant County Real Property Records.
- (2) **90.1** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Will C. Putnam to Bruce Sullivan, dated October 21, 1940, recorded in Book 1453, Page 570, Tarrant County Real Property Records.
- (3) **19** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Worthie Putnam Bardin to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 182, Tarrant County Real Property Records.
- (4) **131.6** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Worthie Putnam Bardin to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 182, Tarrant County Real Property Records.
- (5) **2** acres of land, more or less, in the JH Biles Survey, A-119, as described in that certain Mineral Deed from Worthie Putnam Bardin to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 182, Tarrant County Real Property Records.
- (6) **1** acre of land, more or less, in the JH Biles Survey, A-119, as described in that certain Mineral Deed from Will C. Putnam to Bruce Sullivan, dated October 21, 1940, recorded in Book 1453, Page 570, Tarrant County Real Property Records.
- (7) **136** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Liilian Putnam *et al* to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 187, Tarrant County Real Property Records.
- (8) **14** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Worthie Putnam Bardin to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 182, Tarrant County Real Property Records.
- (9) **109.2** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Will C. Putnam to Bruce Sullivan, dated October 21, 1940, recorded in Book 1453, Page 570, Tarrant County Real Property Records.
- (10) **32.5** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Worthie Putnam Bardin to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 182, Tarrant County Real Property Records.
- (11) **66** acres of land, more or less, in the Josiah Walker Survey, A-1602, as described in that certain Mineral Deed from Worthie Putnam Bardin to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 182, Tarrant County Real Property Records.
- (12) **160** acres of land, more or less, in the William Smith Survey, A-1418, as described in that certain Mineral Deed from Worthie Putnam Bardin to Bruce Sullivan, dated October 21, 1940, recorded in Book 1456, Page 182, Tarrant County Real Property Records.

SAVE AND EXCEPT THEREFROM 152 acres of land, more or less, out of the Josiah Walker Survey, A-1602, being that portion of the above described 904 acre tract which is contained within the boundaries of the Dos Wild Hare Unit, as described and depicted in that certain Unit Designation, dated _____, filed at _____ in the Real Property Records of Tarrant County, Texas.

SIGNED FOR IDENTIFICATION:

BURLINGTON RESOURCES OIL & GAS COMPANY LP

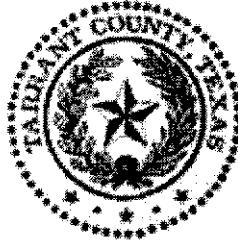
By BROG GP INC, its sole general partner

WILLIAMS PRODUCTION-GULF COAST COMPANY, LP

By: Jeff Schmull
Jeff Schmull, Attorney-in-Fact

BY: Thomas J. Atkins

Thomas J. Atkins, Attorney-In-Fact



WILLIAMS PRODUCTION CO
PO BOX 3102

TULSA OK 74101

Submitter: WILLIAMS PRODUCTION CO

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/05/2009 02:21 PM
Instrument #: D209001967
LSE 7 PGS \$36.00

By: _____



D209001967

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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